

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

REMARK LLC,

Plaintiff,

Case No. 10-12767
HON. GEORGE CARAM STEEH

vs.

ADELL BROADCASTING,

Defendant.

_____ /

ORDER GRANTING PLAINTIFF'S MOTION TO AMEND JUDGMENT [#46]

On December 13, 2010, Remark filed a first amended complaint alleging that defendant, Adell Broadcasting Corporation (Adell), violated the Copyright Act, 17 U.S.C. § 101 et seq. and the Lanham Act, 15 U.S.C. 1125 et seq., by allegedly infringing upon Remark's copyrighted "Remarkable Mouth" television commercials. Remark also alleged a state law claim of breach of contract.

On September 20, 2011, this court granted Remark's partial motion for summary judgment on its claim that Adell breached the parties' settlement agreement. Specifically, the September 20, 2011 order stated in relevant part:

The court finds that the parties' settlement agreement is enforceable, that it was based on an offer, an acceptance, a meeting of the minds on all material terms and valid consideration of \$50,000 plus no further use of the allegedly infringing WADL commercials in exchange for a release of all claims.

See Dkt. No. 35 at 23. After ordering additional briefing on Remark's request for attorney's fees, the court entered an order denying Remark's request for attorney fees on October 24,

2011. See Dkt. No. 39. That same day, the court entered a judgment which states in relevant part:

The above entitled matter has come before the court, and in accordance with the order entered on September 20, 2011;

IT IS HEREBY ORDERED AND ADJUDGED that judgment is hereby entered in favor of plaintiff and against defendant as to plaintiff's claim for breach of settlement agreement (count III)

See Dkt. No. 40.

Remark now moves for an amendment of the judgment so that it will contain key terms of the settlement agreement described in this court's September 20, 2011 order. Specifically, Remark seeks to amend the judgment so that it can be enforced through the monetary enforcement rules available under the Federal Rules of Civil Procedure and the Michigan Court Rules. Adell filed a response to Remark's pending motion, but did not provide the court with any argument or supporting authority suggesting that amendment of the judgment is unwarranted or inappropriate. Rather, Adell only argues:

If the Court determines that amendment of the Judgment is warranted, Defendant Adell Broadcasting Corporation, doing business as WADL-TV ("Adell"), contends that the amendment should include the Court's denial of Plaintiff's request for attorney fees.

See Dkt. No. 49 at 1. Remark has not filed a reply to Adell's response, which was due by December 23, 2011.

The court finds that amendment of the judgment is warranted so that Remark may enforce and execute the judgment to collect the money owed from Adell and any interest due and owing under federal and state law. See Fed. R. Civ. P. 69(a)(1); see also 28 U.S.C. § 1961(a); MICH. COMP. LAWS § 600.6013(8).

Accordingly,

Remark's motion to amend judgment [#46] is GRANTED.

SO ORDERED.

Dated: February 27, 2012

S/George Caram Steeh
GEORGE CARAM STEEH
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

Copies of this Order were served upon attorneys of record on
February 27, 2012, by electronic and/or ordinary mail.

S/Josephine Chaffee
Deputy Clerk